### **ATTACHMENT 5**

Wage Determination No. 2005-2432

WD 05-2432 (Rev.-15) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2432

Diane C. Koplewski Director Division of Wage Determinations

Revision No.: 15
Date Of Revision: 06/13/2011

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

13.04 14.63
14.63
14.63
18.28
22.58
18.46
11.69
12.76
17.05
13.46
13.46
13.10
14.30
18.00
18.77
10.67
12.71
14.08
14.35
16.05
17.90
20.96
12.74
14.04
14.04
14.04
16.20
18.77
15.05
22.58
17.05
12.32
13.14
13.77
12.54
14.07
15.80
10.00
18.14
17.24
16.31
14.84

		Page 2 of 9
05110	- Mobile Equipment Servicer	13.22
	- Motor Equipment Metal Mechanic	16.49
	- Motor Equipment Metal Worker	14.84
05190	- Motor Vehicle Mechanic	16.49
	- Motor Vehicle Mechanic Helper	12.63
	- Motor Vehicle Upholstery Worker	14.03
	- Motor Vehicle Wrecker	14.84
	- Painter, Automotive	15.67
	- Radiator Repair Specialist	14.84
	- Tire Repairer	12.12
	- Transmission Repair Specialist Food Preparation And Service Occupations	16.49
	- Baker	11.05
	- Cook I	8.70
	- Cook II	10.01
07070	- Dishwasher	8.18
07130	- Food Service Worker	8.20
07210	- Meat Cutter	13.28
	- Waiter/Waitress	8.77
	Furniture Maintenance And Repair Occupations	
	- Electrostatic Spray Painter	14.86
	- Furniture Handler	10.57
	- Furniture Refinisher	14.86
	- Furniture Refinisher Helper	11.83
	<ul><li>Furniture Repairer, Minor</li><li>Upholsterer</li></ul>	13.35 14.86
	General Services And Support Occupations	14.00
	- Cleaner, Vehicles	11.06
	- Elevator Operator	10.81
	- Gardener	12.86
11122	- Housekeeping Aide	10.47
	- Janitor	10.19
11210	- Laborer, Grounds Maintenance	10.82
	- Maid or Houseman	8.42
	- Pruner	10.20
	- Tractor Operator	12.10
	- Trail Maintenance Worker - Window Cleaner	10.82
	Health Occupations	10.42
	- Ambulance Driver	13.70
	- Breath Alcohol Technician	17.35
	- Certified Occupational Therapist Assistant	25.26
	- Certified Physical Therapist Assistant	22.10
	- Dental Assistant	14.41
12025	- Dental Hygienist	29.89
	- EKG Technician	20.95
	- Electroneurodiagnostic Technologist	20.95
	- Emergency Medical Technician	13.70
	- Licensed Practical Nurse I	15.51
	- Licensed Practical Nurse II	17.35
	- Licensed Practical Nurse III	19.35
	- Medical Assistant - Medical Laboratory Technician	12.33 16.14
	- Medical Record Clerk	13.88
	- Medical Record Technician	15.53
	- Medical Transcriptionist	12.04
	- Nuclear Medicine Technologist	34.29
	- Nursing Assistant I	9.70
	- Nursing Assistant II	10.91
	- Nursing Assistant III	11.91
	- Nursing Assistant IV	13.36
	- Optical Dispenser	14.41
	- Optical Technician	11.84
	- Pharmacy Technician	16.23
12280	- Phlebotomist	13.36

		Page 3 of 9
12305 - Radiologic Technologist		22.09
12311 - Registered Nurse I		27.48
12312 - Registered Nurse II		30.22
12313 - Registered Nurse II, Specialist		30.22
12314 - Registered Nurse III		36.56
12315 - Registered Nurse III, Anesthetist 12316 - Registered Nurse IV		36.56 43.82
12317 - Scheduler (Drug and Alcohol Testing)		21.50
13000 - Information And Arts Occupations		21.30
13011 - Exhibits Specialist I		18.53
13012 - Exhibits Specialist II		20.67
13013 - Exhibits Specialist III		24.88
13041 - Illustrator I		20.86
13042 - Illustrator II		25.12
13043 - Illustrator III 13047 - Librarian		30.74
13050 - Library Aide/Clerk		20.37 10.85
13054 - Library Information Technology Systems		18.40
Administrator		20.10
13058 - Library Technician		12.31
13061 - Media Specialist I		13.27
13062 - Media Specialist II		14.85
13063 - Media Specialist III		16.56
13071 - Photographer I		13.27
13072 - Photographer II		15.16
13073 - Photographer III 13074 - Photographer IV		18.78 22.98
13074 - Photographer IV 13075 - Photographer V		27.80
13110 - Video Teleconference Technician		14.89
14000 - Information Technology Occupations		11103
14041 - Computer Operator I		14.91
14042 - Computer Operator II		16.74
14043 - Computer Operator III		18.70
14044 - Computer Operator IV		20.75
14045 - Computer Operator V	( 7)	22.97
14071 - Computer Programmer I	(see 1)	24.07
14072 - Computer Programmer II 14073 - Computer Programmer III	(see 1) (see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.91
14160 - Personal Computer Support Technician		20.75
15000 - Instructional Occupations	L	20.02
15010 - Aircrew Training Devices Instructor (Non-Rat 15020 - Aircrew Training Devices Instructor (Rated)	cea)	29.92 36.20
15030 - Air Crew Training Devices Instructor (Rated)	)	39.82
15050 - Computer Based Training Specialist / Instruc		29.92
15060 - Educational Technologist		22.71
15070 - Flight Instructor (Pilot)		39.82
15080 - Graphic Artist		20.81
15090 - Technical Instructor		17.74
15095 - Technical Instructor/Course Developer		21.70
15110 - Test Proctor		15.76
15120 - Tutor 16000 - Laundry, Dry-Cleaning, Pressing And Related Oc	ccupations	15.76
16010 - Assembler	ccapacions	8.47
16030 - Counter Attendant		8.47
16040 - Dry Cleaner		10.79
16070 - Finisher, Flatwork, Machine		8.47
16090 - Presser, Hand		8.47
16110 - Presser, Machine, Drycleaning		8.47
16130 - Presser, Machine, Shirts		8.47
16160 - Presser, Machine, Wearing Apparel, Laundry		8.47

	Page 4 of 9
16190 - Sewing Machine Operator	11.56
. 16220 - Tailor	12.34
16250 - Washer, Machine	9.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.79
19040 - Tool And Die Maker	24.73
21000 - Materials Handling And Packing Occupations 21020 - Forklift Operator	15.25
21030 - Material Coordinator	22.82
21040 - Material Expediter	22.82
21050 - Material Handling Laborer	11.10
21071 - Order Filler	12.77
21080 - Production Line Worker (Food Processing)	15.25
21110 - Shipping Packer	13.76
21130 - Shipping/Receiving Clerk	13.76
21140 - Store Worker I	13.94
21150 - Stock Clerk 21210 - Tools And Parts Attendant	16.90
21210 - 1001s And Parts Attendant 21410 - Warehouse Specialist	15.25 15.25
23000 - Mechanics And Maintenance And Repair Occupations	13.23
23010 - Aerospace Structural Welder	24.37
23021 - Aircraft Mechanic I	23.35
23022 - Aircraft Mechanic II	24.37
23023 - Aircraft Mechanic III	25.40
23040 - Aircraft Mechanic Helper	16.96
23050 - Aircraft, Painter	20.19
23060 - Aircraft Servicer	19.19
23080 - Aircraft Worker	20.33
23110 - Appliance Mechanic 23120 - Bicycle Repairer	16.59
23125 - Cable Splicer	12.12 24.43
23130 - Carpenter, Maintenance	18.10
23140 - Carpet Layer	17.15
23160 - Electrician, Maintenance	18.93
23181 - Electronics Technician Maintenance I	21.73
23182 - Electronics Technician Maintenance II	24.54
23183 - Electronics Technician Maintenance III	25.71
23260 - Fabric Worker	17.12
23290 - Fire Alarm System Mechanic	18.63
23310 - Fire Extinguisher Repairer 23311 - Fuel Distribution System Mechanic	16.13 23.73
23312 - Fuel Distribution System Mechanic 23312 - Fuel Distribution System Operator	23.73 17.99
23370 - General Maintenance Worker	17.04
23380 - Ground Support Equipment Mechanic	22.99
23381 - Ground Support Equipment Servicer	18.78
23382 - Ground Support Equipment Worker	19.89
23391 - Gunsmith I	16.13
23392 - Gunsmith II	17.98
23393 - Gunsmith III	19.84
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.92
Mechanic 23411 - Heating, Ventilation And Air Contditioning	19.98
Mechanic (Research Facility)	19.98
23430 - Heavy Equipment Mechanic	18.92
23440 - Heavy Equipment Operator	18.50
23460 - Instrument Mechanic	24.92
23465 - Laboratory/Shelter Mechanic	18.93
23470 - Laborer	11.10
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	18.92
23580 - Maintenance Trades Helper 23591 - Metrology Technician I	13.97
23591 - Metrology Technician I 23592 - Metrology Technician II	24.92 25.98
23593 - Metrology Technician III	27.08
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23640 - Millwright	20.03
23710 - Office Appliance Repairer	19.09
23760 - Painter, Maintenance	17.94
23790 - Pipefitter, Maintenance	19.97
23810 - Plumber, Maintenance	19.20
23820 - Pneudraulic Systems Mechanic	19.84
23850 - Rigger	19.84
23870 - Scale Mechanic	17.98
23890 - Sheet-Metal Worker, Maintenance 23910 - Small Engine Mechanic	22.11 17.04
23931 - Telecommunications Mechanic I	22.77
23932 - Telecommunications Mechanic II	23.76
23950 - Telephone Lineman	22.90
23960 - Welder, Combination, Maintenance	18.92
23965 - Well Driller	19.71
23970 - Woodcraft Worker	19.84
23980 - Woodworker	16.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.73
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	8.73 14.27
24620 - Family Readiness And Support Services Coordinator	14.27
24630 - Homemaker	15.64
25000 - Plant And System Operations Occupations	13.01
25010 - Boiler Tender	22.39
25040 - Sewage Plant Operator	16.59
25070 - Stationary Engineer	22.39
25190 - Ventilation Equipment Tender	15.08
25210 - Water Treatment Plant Operator	16.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.88
27007 - Baggage Inspector	12.57
27008 - Corrections Officer 27010 - Court Security Officer	15.39 20.62
27010 - Court Security Officer 27030 - Detection Dog Handler	15.03
27040 - Detection Bog Handrer 27040 - Detention Officer	15.39
27070 - Firefighter	24.14
27101 - Guard I	12.57
27102 - Guard II	15.03
27131 - Police Officer I	23.19
27132 - Police Officer II	25.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.57
28042 - Carnival Equipment Repairer	11.39
28043 - Carnival Equpment Worker 28210 - Gate Attendant/Gate Tender	8.28 13.14
28310 - Lifequard	12.47
28350 - Park Attendant (Aide)	15.51
28510 - Recreation Aide/Health Facility Attendant	10.73
28515 - Recreation Specialist	17.93
28630 - Sports Official	11.71
28690 - Swimming Pool Operator	16.74
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.94
29020 - Hatch Tender	20.94
29030 - Line Handler	20.94
29041 - Stevedore I 29042 - Stevedore II	19.94 22.08
30000 - Technical Occupations	22.00
30010 - Technical Occupations 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30010 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.25
30022 - Archeological Technician II	20.36

	Page 6 of 9
30023 - Archeological Technician III	25.22
30030 - Cartographic Technician	25.22
30040 - Civil Engineering Technician	24.03
30061 - Drafter/CAD Operator I	17.25
30062 - Drafter/CAD Operator II	20.36
30063 - Drafter/CAD Operator III	22.71
30064 - Drafter/CAD Operator IV	26.48
30081 - Engineering Technician I	19.05
30082 - Engineering Technician II	21.83
30083 - Engineering Technician III	23.92
30084 - Engineering Technician IV	29.64
30085 - Engineering Technician V	36.26
30086 - Engineering Technician VI	43.86
30090 - Environmental Technician	21.77
30210 - Laboratory Technician	19.34
30240 - Mathematical Technician	25.23
30361 - Paralegal/Legal Assistant I	18.67
30362 - Paralegal/Legal Assistant II	23.12
30363 - Paralegal/Legal Assistant III	28.28
30364 - Paralegal/Legal Assistant IV	34.22
30390 - Photo-Optics Technician	25.22
30461 - Technical Writer I	18.40
30462 - Technical Writer II	22.51
30463 - Technical Writer III	27.24
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.71
Surface Programs	25 22
30621 - Weather Observer, Senior (see 2) 31000 - Transportation/Mobile Equipment Operation Occupations	25.22
31000 - Italisportation/Mobile Equipment Operation Occupations 31020 - Bus Aide	11 60
31030 - Bus Driver	11.62 14.66
31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	9.68
31290 - Shuttle Bus Driver	14.03
31310 - Taxi Driver	10.60
31361 - Truckdriver, Light	14.03
31362 - Truckdriver, Medium	15.85
31363 - Truckdriver, Heavy	19.47
31364 - Truckdriver, Tractor-Trailer	19.47
99000 - Miscellaneous Occupations	
99030 - Cashier	8.66
99050 - Desk Clerk	8.70
99095 - Embalmer	25.43
99251 - Laboratory Animal Caretaker I	10.69
99252 - Laboratory Animal Caretaker II	11.36
99310 - Mortician	25.43
99410 - Pest Controller	13.65
99510 - Photofinishing Worker	12.45
99710 - Recycling Laborer	15.53
99711 - Recycling Specialist	17.42
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.59
99820 - School Crossing Guard	10.88
99830 - Survey Party Chief	23.62
99831 - Surveying Aide	13.28
99832 - Surveying Technician	20.91
99840 - Vending Machine Attendant	12.16
99841 - Vending Machine Repairer	14.63
99842 - Vending Machine Repairer Helper	11.82

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

#### THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

### **ATTACHMENT 6**

Wage Determination No. 1986-0773

RATE

WD 86-0773 (Rev.-26) was first posted on www.wdol.gov on 01/31/2012 Elevator Services

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210

Diane C. Koplewski Director

Determinations

Division of Wage | Wage Determination No: 1986-0773 Revision No: 26 Date Of Revision: 01/23/2012

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Beaver, Beckham, Blaine, Caddo, Canadian, Carter, Cimarron, Cleveland, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Jackson, Jefferson, Johnston, Kay, Kingfisher, Kiowa, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Stephens, Texas, Tillman, Washita, Woods, Woodward

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE FOOTNOTE

23210 - Elevator Repairer

35.75

23220 - Elevator Repairer Helper 25.02

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$11.025 per hour for all hours worked

VACATION: Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160 hours vacation pay. Maximum hours of vacation pay are applicable to an employee who works 1750 hours or more but less than 2000 hours in the year.

HOLIDAYS: A minimum of eight paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

PENSION: Elevator Pension \$6.96 per hour.

401(K) Annunity -\$5.00 per hour for all hours worked.

Elevator Education Fund \$.55 per hour for all hours worked.

Elevator - Work Preservation Fund - \$.30.

#### **ATTACHMENT 7**

## Davis Bacon Wage Determination No. OK120032

General Decision Number: OK120032 02/17/2012 OK32

Superseded General Decision Number: OK20100034

State: Oklahoma

Construction Type: Building

County: Oklahoma County in Oklahoma.

BUILDING CONSTRUCTION PROJECTS, Excluding incidental utility work, (does not include residential construction consisting of single family homes and apartments up to and including 4 stories, sewage and water treatment plants or the construction, alteration and repair of any facility engaged in manufacturing).

Modification Number	Publication Date
0	01/06/2012
1	01/20/2012
2	01/27/2012
3	02/17/2012

ASBE0094-004 07/16/2010

Rates	Fringes

Asbestos/Insulator Worker.....\$ 27.29

SCOPE OF WORK:

Includes application of all insulation materials, protective coverings and finishings to all types of mechanical systems.

\_\_\_\_\_\_

BROK0005-001 06/01/2010

	Rates	Fringes
BRICKLAYER	.\$ 24.28	8.63
ELEC1141-006 07/13/2011		

	Rates	Fringes
ELECTRICIAN	.\$ 27.15	\$4.70+17.25%

ELEV0063-001 01/01/2012

	Rates	Fringes
Elevator Constructor		

#### FOOTNOTE:

a. Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day., Vacation Pay Credit: Employer contributes 8% of the basic hourly rate for employees with 5 years or more of service or 6% of the basic hourly rate for employees with 6 months to 5 years of service.

\_\_\_\_\_\_\_

ENGI0627-010 06/01/2011

Rates Fringes

12.96

23.535

Mechanic.....\$ 35.75

Power Equipment Operator All Crane Type Equipment with at least 100 ft. and less than 200 ft. of boom (including jib); All Tower Cranes; Crane Equipment (as rated by mfg.) 3 cu. yd. and	
over); Guy derrick; Whirley.\$ 23.35 All Crane Type Equipment with at least 200 ft. of boom and less than 300 ft. of boom (including	10.52
jib)\$ 23.90  Bobcat\$ 22.25  Cement Mixers:	10.52 10.52
18 Cu. Ft. and over\$ 19.50 Less than 18 Cu. ft\$ 19.50 Cherry Picker\$ 22.75 Cranes with less than 100 ft. of boom with jib and Cranes (as rated by mfg.) less than 3 cu.; Overhead	10.52 10.52 10.52
Monorail type crane\$ 22.75 Oiler\$ 19.00	10.52 10.52
* IRON0048-003 06/01/2011	
Rates	Fringes
IRONWORKER, REINFORCING\$ 22.40	11.68
PAIN0807-003 01/01/2010	
Rates	Fringes
	1111902
Painters:	
Paperhanger\$ 16.25	3.30
Paperhanger\$ 16.25 Roller\$ 15.25	3.30 3.30
Paperhanger	3.30 3.30
Paperhanger\$ 16.25 Roller\$ 15.25 Spray\$ 15.25	3.30 3.30 3.30 Fringes
Paperhanger\$ 16.25 Roller\$ 15.25 Spray\$ 15.25  PLAS0518-025 03/01/2011  Rates  CEMENT MASON/CONCRETE FINISHER\$ 23.50	3.30 3.30 3.30 Fringes
Paperhanger\$ 16.25 Roller\$ 15.25 Spray\$ 15.25  PLAS0518-025 03/01/2011  Rates  CEMENT MASON/CONCRETE FINISHER\$ 23.50	3.30 3.30 3.30 Fringes
Paperhanger\$ 16.25 Roller\$ 15.25 Spray\$ 15.25  PLAS0518-025 03/01/2011  Rates  CEMENT MASON/CONCRETE FINISHER\$ 23.50  PLUM0344-004 07/02/2011	3.30 3.30 3.30 Fringes 10.80 Fringes
Paperhanger	3.30 3.30 3.30 Fringes 10.80 Fringes
Paperhanger	3.30 3.30 3.30 Fringes 10.80 Fringes
Paperhanger	3.30 3.30 3.30 Fringes 10.80 Fringes

	Rates	Fringes		
Sheet Metal Worker (Including HVAC Work)\$ 29.45 12.20				
HVAC WOIK)				
SUOK1995-001 09/07/1995				
	Rates	Fringes		
Carpenters: (Excluding Drywall hanging & Acoustical Installation)\$	3 11.90			
DRYWALL FINISHER/TAPER\$	3 12.83	2.53		
DRYWALL HANGER (Including Acoustical Installation & Metal Stud/Lath in Connection with Drywall Hanging)\$	3 11.29	. 10		
FLOOR LAYER: Carpet\$	3 15.10	1.52		
GLAZIER\$	3 12.17			
INSULATOR - BATT\$	12.85	3.30		
IRONWORKER, STRUCTURAL (Excluding Metal Building Erection)\$	3 12.03			
Laborers:  Brick Tender\$  Common\$  Plaster Tender\$  LATHER\$	3 7.37 3 9.30	1.31 2.15		
METAL BUILDING ERECTOR\$	9.12			
Painters: Brush\$	3 12.50	2.53		
PLASTERER\$	15.69			
Power Equipment Operator Asphalt Laydown Machine\$ Backhoes\$ Bulldozers\$ Forklifts\$ Graders\$ Hole Diggers\$ Loaders\$ Rollers\$	3 14.06 3 14.40 3 12.15 5 12.60 5 14.40 5 11.36	3.49 2.58 3.53 2.57 2.00 2.40 2.05		
SPRINKLER FITTER\$	15.87	5.58		
TILE SETTER\$ 14.61				
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.				

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

\_\_\_\_\_

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_\_

END OF GENERAL DECISION

#### **ATTACHMENT 8**

Wage Determination No. CBA-2005-3420

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR

EMPLOYMENT STANDARDS ADMINISTRATION

WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

William W. Gross

Division of Wage Determinations Wage Determination No.: CBA-2005-3420

Revision No.: 2

Date Of Last Revision: 12/30/2007

State: Oklahoma

Director

Area: Oklahoma

Employed on Federal Aviation Administration contract for Facility Operations and Maintenance at the Mike Monroney Aeronautical Center (MMAC) in Oklahoma City, Ok.

Collective Bargaining Agreement between contractor: Southwest Facility Support, LLC., and union: International Association of Machinists and Aerospace Workers Local 850, effective 11/18/2005 through 12/31/2008.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

### **ATTACHMENT 9**

Wage Determination No. CBA-2005-3424

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross

Director

Division of Wage Determinations

Wage Determination No.: CBA-2005-3424

Revision No.: 2

Date Of Last Revision: 12/30/2007

State: Oklahoma

Area: Oklahoma

Employed on Federal Aviation Administration contract for Facility operations and maintenance at the Mike Monroney Aeronautical Center (MMAC) in Oklahoma City, OK...

Collective Bargaining Agreement between contractor: Southwest Facility Support, LLC., and union: International Brotherhood of Electrical Workers (IBEW) Local 1141, effective 12/8/2003 through 12/31/2008.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

### **ATTACHMENT 10**

Wage Determination No. CBA-2005-3425

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: CBA-2005-3425

William W. Gross

Division of

Director

Wage Determinations

Revision No.: 1

Date Of Last Revision: 12/30/2007

State: Oklahoma

Area: Oklahoma

Employed on Federal Aviation Administation contract for Facility Operations and Maintenance at the Mike Monroney Aeronautical Center (MMAC) in Oklahoma City, OK..

Collective Bargaining Agreement between contractor: Southwest Facility Support, LLC., and union: United Association of Journeyman and Apprentices of the Plumbing Local 344, effective 1/1/2005 through 12/31/2008.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

#### **ATTACHMENT 11**

## CBA International Association of Machinists and Aerospace Workers Local Lodge 850

#### **COLLECTIVE BARGAINING AGREEMENT**

#### Between

Southwest Facility Support, LLC.

#### And

# INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS Local Lodge No. 850 And District Lodge 171

November 2, 2010 - December 8, 2012

#### **TABLE OF CONTENTS**

AGREEMENT		. 3
ARTICLE 1	RECOGNITION	3
ARTICLE 2	MANAGEMENT RIGHTS	4
ARTICLE 3	DUES CHECK OFF	. 4
ARTICLE 4	SENIORITY	5
ARTICLE 5	HOURS OF WORK	6
ARTICLE 6	OVERTIME	7
ARTICLE 7	HOLIDAYS	7
ARTICLE 8	GRIEVANCE/ARBITRATION PROCEDURE	8
ARTICLE 9	STRIKES, LOCKOUTS AND WORK STOPPAGES	10
ARTICLE 10	LEAVE OF ABSENCE	10
ARTICLE 11	VACATION – SICK LEAVE	12
ARTICLE 12	JURY PAY	13
ARTICLE 13	SAFETY AND HEALTH BENEFITS	13
ARTICLE 14	WAIVERS	13
ARTICLE 15	BULLETIN BOARDS	14
ARTICLE 16	HEALTH & WELFARE	14
ARTICLE 17	GENERAL	15
ARTICLE 18	UNION REPRESENTATION	16
ARTICLE 19	WAGES	16
ARTICLE 20	PENSION PLAN & SAVINGS AND INVESTMENT PLAN	17
ARTICLE 21	DURATION	19
APPENDIX A	COMPANY RULES	20

#### **AGREEMENT**

THIS AGREEMENT entered into at Mike Monroney Aeronautical Center (MMAC), Oklahoma City, Oklahoma, effective, November 2<sup>nd</sup>, 2010 by and between Southwest Facility Support, LLC., (hereinafter referred to collectively and separately as the "Company") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, District Lodge 171 and its Local Lodge No. 850 (herein referred to collectively and separately as the "Union") as representative for the purpose of collective bargaining of the employees hereinafter defined. Said parties agree as follows:

The purpose of this agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances and to stabilize employment relations for the duration of this agreement.

The term "employee" or "employees" as used in this agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Company within the bargaining unit described in the Recognition Article, and this agreement shall apply only to such employees.

This agreement can be changed or modified only by a document in writing signed on behalf of both parties hereto by their duly authorized representatives; provided, however, that written agreements regarding particular matters or understandings may be made between the Company and the Union and shall be binding upon the employee or employees concerned, the Company and the Union.

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

This agreement shall be binding upon the Company, its corporate successors and assigns.

#### ARTICLE 1 RECOGNITION

- 1.1 The Company recognizes District Lodge 171 and its Local Lodge 850 International Association of Machinists and Aerospace Workers, AFL-CIO, as the exclusive bargaining representatives with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees of the Southwest Facility Support, LLC., located at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma in the bargaining unit described in the certification issued by the National Labor Relation Board:
  - Case 17-RC-12356
- 1.2 The term "temporary employees" is limited to employees hired for a period not to exceed one hundred twenty (120) calendar days.
- 1.3 The term "part-time employees" as used in this Agreement means employees who are regularly scheduled to work less than thirty (30) hours per week.

1.4 The term "full-time employees" as used in the Agreement means employees who are regularly scheduled more than thirty (30) hours per week.

#### ARTICLE 2 MANAGEMENT RIGHTS

2.1 Management Rights. The Union recognizes that it is the function and right of management to exercise its own judgment and discretion in developing processes, which meet the standards of Government requirements and customer acceptance. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, and functions are retained and vested in the Company, including, but not limited to, the rights: to reprimand, suspend, discharge or otherwise discipline employees for "Just Cause" in accordance with this Agreement; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off; recall to work; to set the standards of productivity, and services to be rendered; to maintain the efficiency of operations; to use independent contractors to perform work or services when directed by the government; to control and regulate the use of machinery, facilities, equipment and other property of the Company; to introduce new or improved research, production, service, distribution and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments of the Company; to issue, amend and revise policies, rules, regulations and practices within the limitations of this Agreement; and to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

The Union further recognizes that nothing contained in this agreement shall in any way be construed to limit the right of the Company to discharge any employee or refuse to hire any employee at the request of the Contracting Officer in order to comply with the Company's obligation to the Government of the United States of America under the Company's contract with the FAA. The Company agrees to notify the Union prior to any discharge, where the Government may require the removal of any employee and, if permitted by security regulations, will disclose to the Union the reason or basis for the actions of the Company.

The Union further acknowledges that the Company may implement reasonable rules and regulations concerning methods to identify illegal work force and work place drug users and alcohol users and to fix and impose penalties for the violations in accordance with the Company Drug and Alcohol Policy.

## ARTICLE 3 DUES CHECK OFF

3.1 The Company agrees to a check off of Union dues for all employees covered by this agreement, provided that the Union delivers to the Company a written authorization to make such deductions, signed by the employee, irrevocable for one year or the expiration date of this agreement, or the employee's permanent transfer out of the bargaining unit, whichever shall occur sooner. The Company shall make deductions for each member from the first pay period of such member each month. The Company shall promptly disburse to the Union Secretary-Treasurer of District 171 the amount deducted not later than the 25<sup>th</sup> of that month.

- 3.2 Nothing contained in this Article shall be construed to require the Company to violate any applicable law.
- 3.3 The Union agrees to and does hereby hold and save the Companies harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article, specifically including, but not limited to, the Companies' agreement to deduct dues from the employee's paycheck and the Unions assumes full responsibility for the disposition of the funds so deducted when turned over to the Secretary-Treasurer of the Union.

## ARTICLE 4 SENIORITY

- 4.1 The term "seniority" is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors, in the performance of similar work at the same facility. An employee who is transferred into the bargaining unit from another Company site shall establish a new seniority date which is the date the transfer is effective. Employees transferring in from another Company site shall retain their original benefit date.
- 4.2 <u>Probationary Period</u>: Any employee who has been in the employment of the Company for ninety (90) consecutive calendar days shall be considered a Seniority Employee of the Company. During the probationary period the employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company, and such action shall not be subject to the grievance procedure.
- 4.3 Seniority will not be broken for: (1) periods of approved leave of absence, (2) periods of layoff due to lack of work, (3) periods of absence due to injury or illness. Periods of absence set forth in (1), (2) and (3) shall not exceed eighteen (18) months. In the case of occupational injuries, continuous employment will be for the length of the disability as provided under the law.
- 4.4 When two or more employees are hired on the same day, the last four digits of their Social Security number shall then be used for purposes of layoff, recall and promotion; i.e., if two employees have the same seniority date, the employee that has the lowest number shall be considered to be the most senior of the employees hired on the same day.
  - 4.5 Loss of Seniority: All seniority of any employee shall terminate if the employee:
    - Voluntarily resigns,
    - Is Discharged for Just Cause,
    - Fails to be recalled from layoff within eighteen (18) months of such layoff, the employee must respond within five (5) days of USPS "Delivery Conformation" of a "Letter" of recall, sent to his last known address,
    - Has Unexcused absence from work for a period of three (3) consecutive workdays,
    - Is permanently transferred to a position outside the Bargaining Unit.
- 4.6 <u>Seniority List</u>: A seniority list will be maintained by the Company and will be made available to the Union semi-annually, if requested. The Company will also furnish a list to the Union reflecting newhires or rehires, their classification, their date of hire, and termination or layoff dates.
- 4.7 <u>Job Vacancies/Job Postings</u>: When a job classification becomes vacant and is needed to be filled, it will be posted for five (5) working days. The job posting shall include the job classification, rate of pay, days of work and shift or starting time. Any employee may sign the job posting notice before the

close of the posting period. The job will be filled by the senior "qualified" bidder. "Qualified" and "qualified to perform the work" as used in this agreement shall mean possession of the required experience, required license, required training, and the ability to perform satisfactorily the required duties of the job and to meet standards of quality and quantity without the need of extensive training. The successful bidder shall be assigned to their new job within (10) ten working days after the job award at the appropriate rate of pay. The successful bidder may be returned to their former job classification, if within fifteen (15) working days after beginning the new job classification he/she fails to perform the work satisfactorily. The employee shall also have the right to return to his former job classification anytime within fifteen (15) working days after beginning his new job.

4.8 Reduction In Force: In the event of a reduction in force, the Company shall designate the number of positions to be reduced in each affected job classification. The least senior employee(s) in the affected job classifications will be designated for layoff. Qualified employees will be given an opportunity to bump a less senior employee in their job skill category and will receive the pay of that classification. Bump rights must be exercised within forty-eight (48) hours of notice of layoff. Recall shall be accomplished in inverse seniority order within the classification, with the most senior employee on layoff being recalled first to his classification. The Company will provide a minimum of two (2) weeks notice of any anticipated reduction in force, except where circumstances beyond the Company's control prevent such timely notification.

### ARTICLE 5 HOURS OF WORK

- 5.1 The purpose of this Article is to define the normal hours of work, but nothing in this agreement shall be construed as a guarantee of hours of work for any period.
- 5.2 The normal work day for each shift shall consist of eight hours, exclusive of lunch, except for those employees assigned to continuous duty operations (CCMS Operators and Surveillance Operators).
  - 5.3 The pay period shall begin at 0001 hours on Saturday and end at 2400 on Friday.
- 5.4 The normal work week shall consist of 40 hours, and up to five consecutive days, Monday, Tuesday, Wednesday, Thursday and Friday.
- 5.5 An "odd" work week, as provided in this agreement, shall consist of forty hours (40) per week and five consecutive days in which the employee is required regularly and continuously to work Saturday and/or Sunday. Employees who work Saturday or Sunday in their "odd" work week will be paid a differential of \$1.50 per hour. The differential shall be paid for all hours worked on Saturday and/or Sunday.
- 5.6 Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The starting time of the various shifts will be as follows:

First Shift:

Beginning at or after 4:00 a.m. but before 12:00 noon.

Second Shift:

Beginning at or after 12:00 noon but before 8:00 p.m.

Third Shift:

Beginning at or after 8:00 p.m. but before 4:00 a.m.

5.7 If an employee is specifically notified during a work week and scheduled to start work before or after his/her regular starting time, the employee shall receive an additional \$.50 per hour for all hours worked on that day. This provision shall not apply if the notification is made before the work week for

which the change applies. Scheduled changes will be coordinated by the end of the work day prior to the work being accomplished.

- 5.8 CCMS <u>Operators and Surveillance Operators</u>: The normal workday shall consist of up to twelve (12) hours.
- 5.9 <u>MMAC Maintenance</u>: Employees may work four (4) consecutive ten (10) hour days with the mutual agreement of the Company and the Union.
  - 5.10 MMAC Maintenance: The Company will post a work schedule in each building.
- 5.11 In the case of customer-designated weather days, where the base is shut-down or delayed reporting time is authorized, hours lost will be compensated only to the extent an affected employee has available unused vacation or personal/sick leave. If paid leave is not available, the affected employee will be paid only for hours actually worked.

## ARTICLE 6 OVERTIME

- 6.1 The provisions of this Article are intended to provide the basis for calculation and payment of premium pay and shall not be construed as a guarantee of any specific overtime hours.
- 6.2 It is understood and agreed that the Company reserves the right to require covered employees to perform overtime work in order to meet customer needs. When such overtime is required, employees involved shall be given as much notice as possible. Overtime opportunities shall be evenly distributed within the classification. The Company may require the least senior qualified employee(s) to work overtime should a sufficient qualified workforce not otherwise be available.
- 6.3 Overtime will be paid at one and one-half (1 ½) times the regular rate of pay for all authorized hours worked in excess of forty (40) hours in the employee's normal workweek.
  - 6.4 No overtime shall be worked except by specific direction from management.
  - 6.5 There shall be no pyramiding of Overtime.

## ARTICLE 7 HOLIDAYS

7.1 Holidays: The following ten (10) observed holidays shall be designated holidays for each calendar year.

New Years Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

In addition to the above holidays presently recognized, the Company agrees to observe any holidays declared as a legal holiday (either declared by Congress, or the President) and observed by the MMAC.

Page 7 of 26

IAM&AW Local 850 Oklahoma City, OK

2 November, 2010

- 7.2 Whenever one of the above holidays falls on Sunday, the Monday immediately following shall be observed, if officially declared the holiday and generally observed by the FAA at the MMAC. Whenever one of the above holidays falls on Saturday, the Friday immediately proceeding shall be observed, if officially declared the holiday and generally observed by the FAA at the MMAC. Said holiday falling on Saturday or Sunday, and observed on the preceding Friday or following Monday, shall be considered the regular holiday.
- 7.3 Holiday pay shall be paid for (8) eight hours at the straight time rate, including any applicable differentials and premiums.
- 7.4 In case the Company requires an employee to work on a designated holiday, the employee will receive the applicable holiday pay and, in addition, the work performed by such employee shall be paid for at one and one half (1 ½) times their regular straight time rate.
- 7.5 Beginning 1 January 2009, during holiday weekends (where the holiday falls on or is observed on Friday or Monday) employees scheduled to work Saturday or Sunday (outside of their normal scheduled work week) shall be paid at one and one half (1 ½) times their hourly rate for hours worked. This provision does not apply to normally scheduled CCMS Operators or Surveillance personnel.

## ARTICLE 8 GRIEVANCE / ARBITRATION PROCEDURE

- 8.1 The term "grievance" as used in this agreement means any dispute arising regarding the interpretation, application, claim of breach or violation of this agreement which an employee has not been able to adjust with their immediate supervisor with or without his/her steward, which shall be at the employee's discretion. Both parties agree to use their best efforts, including informal meetings involving management, supervision, shop steward, and the grievant, to resolve matters without resorting to the grievance procedure except that any such meetings shall not extend the time limits set forth in this Article. Such grievance shall be handled as promptly as possible in accordance with the following procedure:
- 8.2 All grievances beyond Step 1 involving employee claims shall be in writing and shall be signed by all employees claiming rights there under. Such grievances must state the facts, identify the appropriate article, and state the remedy requested. In an effort to adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits:
  - <u>Step 1:</u> The employee(s), with their steward, shall promptly bring a grievance to the Project Manager within five (5) working days following the event or discovery of the event giving rise to the grievance. In the event an employee is unavoidably absent due to illness or injury, or unavailable due to vacation or other approved reasons, the employee's shop steward may bring the grievance to the Project Manager. If such grievance is not settled within five (5) working days then:
  - Step 2: Within ten (10) working days following the event or discovery of the event giving rise to the grievance a written grievance containing the article or section which is claimed to be violated and the remedy requested must be signed by the employee and submitted by the Shop Steward and taken up with the Project Manager or his designee. A meeting will be scheduled within five (5) subsequent working days. If no agreement has been reached within ten (10) working days,

the Company will reply in writing. If the written reply is not satisfactory, it may be moved to Step 3.

Step 3: Within five (5) working days of the Step 2 reply, the grievance may be moved to Step 3 by written appeal to the Company Human Resources Representative. The Southwest Facility Support, LLC., Director of Human Resources or designee and the Business Representative of the Union, shall meet within fifteen (15) working days after receipt of the grievance into a third step. A written reply from the Southwest Facility Support, LLC., Director of Human Resources will be given to the Union within fifteen (15) working days after the meeting. If no agreement has been reached within thirty (30) working days from the Step 3 meeting, either party may submit the grievance or dispute to arbitration as covered in the "Arbitration Procedure" article. Also see Section 8.7.

- 8.3 The grieved employee may and their Union Steward shall have the right to be present at Step I or Step II of the grievance procedure. No employee may leave the job, take up, or settle a grievance without requesting permission from the immediate supervisor. Such permission will be granted provided it does not interfere with operations, customer commitments or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Witnesses called by either party may attend the grievance meeting at any step, subject to the same provisions outlined above.
- 8.4 The company will grant the Union reasonable and relevant requests to examine time sheets and other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or other relevant records pertaining to a specific grievance. Compensation will be paid for reasonable time spent discussing or investigating grievances during normal work schedules.
- 8.5 It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.
- 8.6 The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. If said notice is not served within the thirty (30) working day period specified in Step 3 of the "Grievance Procedure" Article, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived.
- 8.7 The SWFS, Managing Partner of Southwest Facility Support, LLC., will be contacted prior to the decision to arbitrate an unresolved grievance. If resolution is not reached, the party desiring arbitration shall notify the other party in writing within the aforementioned thirty (30) day period, and shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall meet after receipt of such list and be entitled to alternately strike a name from the list until one name remains and this person shall be the arbitrator.

The parties agree that the decision or award of such arbitrator shall be final and binding on each of the parties and that they will abide thereby. The authority of the Arbitrator shall be limited to determining questions involving the interpretation or application of specific provisions of this Agreement. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of this Agreement, to change an existing salary rate or to establish a new salary rate. In no event shall the same question or issue be the subject of arbitration more than once. Each party shall bear the expenses of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by both parties.

- 8.8 The Company agrees that the Business Representative or acting business representative will be allowed to visit employees while they are on the job in the Company's operations for the sole purpose of investigating specific grievances or complaints related to the provisions of this Agreement, subject to the customer's rules and regulations regarding site access. Prior approval must be obtained from the Project Manager or his designee and such visits shall not interfere with any work being performed. The Business Representative shall notify the Project Manager or his designee when he is leaving the Company's operations. The Company, if it desires, may have a Company representative accompany the Business Representative or his designee while he is visiting its operations.
- 8.9 Non-Binding Mediation: If the grievance can not be satisfactorily resolved at Step 2, and if both parties agree, a grievance may be submitted to non-binding mediation by a joint request of the Company and the Union to the Federal Mediation and Conciliation Service. Such request must be made during the time period after the Company gives its written Step 2 answer and before the Union's time limitations on providing written notice to arbitrate expires. Once such a request is agreed to, the time limits will be extended. If a satisfactory solution cannot be reached through mediation the Union may proceed to Arbitration, under Article 8.7 time spent by the grievant or Union officials in attending mediation will be done without loss of pay.

## ARTICLE 9 STRIKES, LOCKOUTS AND WORK STOPPAGES

- 9.1 The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively, concertedly, or individually engage in or participate directly or indirectly in any strike, slowdown, work stoppage or picketing during the term of the Agreement.
- 9.2 In the event of any violation of 9.1 of this Article, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately take all reasonable steps required to bring an end to such misconduct.
- 9.3 Company agrees not to cause, permit or engage in any lockout of employees during the term of this agreement. A lockout shall not be construed as the closing down of or curtailing work or any part thereof for business purposes.

#### ARTICLE 10 LEAVE OF ABSENCE (LOA)

- 10.1 <u>Union Leave</u>. Employees elected or selected to full time jobs in the Local Union, District Union or the International Union, which takes them from their employment with the Company, shall upon written request to the Company receive a leave of absence, without pay, for a period equal to their tenure of employment with the Union.
- 10.2 Upon completion of their leave of absence (under paragraph 10.1) during the existence of this agreement, they shall be re-employed according to their seniority. At the wage rates existing at the time of their return, provided such work is available for them according to their seniority, and they are qualified to perform such work. Seniority shall accumulate during such leaves of absence.
- 10.3 Leaves of absence without pay for Official Union Business will be granted by the Company on five (5) days written request of the Union provided the absence does not adversely impact contract performance. Employees on Union LOA at any one time will not exceed five (5) days. It is the intention

of the Union to honor and respect the requirements of production in requests for leaves of absence for Union business. When permitted by mission requirements, the Company will consider waiver of the five (5) day notice when requests are of an emergency nature. Seniority will accumulate during such leaves of absence.

10.4 <u>Personal Leave</u>. After an employee has exhausted their paid leave, the Company may approve a leave of absence for relatively short periods without pay or benefits up to thirty (30) calendar days for personal reasons. Such leave must be requested in writing and approved by the Project Manager or designee through the employee's supervisor. Said request must also state the reason for the unpaid leave. Employees must request such leave at least ten (10) calendar days prior to the date the leave would commence, except in cases of emergency. It is understood, that while an employee is on a leave without pay status, there is no eligibility for other benefits.

10.5 Employees away from their jobs because of a compensable injury or compensable disease as defined by the Workers' Compensation Act of Oklahoma will be given leave of absence and shall accrue seniority while on such leave.

10.6 Employees returning to work from a medical leave of absence will provide a "Fitness for Duty Certification" from his or her health care provider certifying that the employee can perform the essential functions of his/her job. "Fitness for Duty Certification" shall mean that the individual is capable of performing essential elements of the job, with or without reasonable accommodation.

The Company may require a second opinion medical evaluation by a healthcare provider of the Company's choosing, at no expense or loss of wages and benefits to the employee, to determine the employee's capacity to perform the essential functions of his/her job.

10.7 Military Leave. An employee on the active payroll of the Company who is required to annually engage in two (2) weeks (up to fourteen (14) days) of military reserve training shall be granted a leave of absence for the period of the training and shall be paid the difference between the pay received for the training period and the amount of wages the employee would have received for a standard two (2) week work schedule. Standard for the purposes of this section shall mean a forty (40) hour weekly work schedule at the employee's straight time rate of pay including any shift differential. The Company will fully comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) for employees ordered to active duty with the Armed Forces of the United States.

10.8 <u>Bereavement Leave</u>. An employee with the Company shall be given up to three (3) paid workdays off to attend the funeral of his immediate family. "Immediate family" shall be considered as follows:

Spouse, parent, parent of spouse, son in law, daughter in law, brother-in-law, sister-in-law, legal guardian, child, brother, sister, stepparent, stepparent of spouse, stepchild, stepbrother, stepsister, foster child, grandchild, grandparent, and grandparent of spouse.

10.9 Upon returning from an approved leave of absence under Article 10 of the Agreement (exclusive of Para. 10.1, 10.2); an employee shall return to their same classification, section, shift, and starting time held prior to such leave of absence.

10.10 The Company will comply with the Family and Medical Leave Act.

#### ARTICLE 11 VACATION – SICK LEAVE

- 11.1 Vacation Credits shall be accrued on a per pay period basis at the following rate.
  - a) From the hire date to (8) eight years of Seniority the employee shall accrue 3.08 hours per pay period.
  - b) From (8) eight years to (15) fifteen years of Seniority the employee shall accrue 4.62 hours per pay period.
  - c) From (15) fifteen to (18) eighteen years of Seniority the employee shall accrue 6.15 hours per pay period.
  - d) From (18) or more years of Seniority the employee shall accrue 7.69 hours per pay period.
  - e) The employee will be authorized to have a maximum of one (1) year vacation accrual on the books.
  - f) Employees shall be paid for all accrued vacation hours annually that are in excess of the maximum one (1) year accrual.
  - g) Employees leaving the Company will be paid for all unused vacation upon termination.
  - h) Employees may voluntarily donate accrued vacation to an employee in need.
- 11.2 Scheduling. Prior approval must be given for all vacation requests. The Company reserves the right to approve or deny vacation requests based on business operations. Vacation requests will be approved based on seniority. Vacation may be used in one-forth (1/4) hour increments.
  - 11.3 Sick Leave shall be accrued on a per pay period basis at the following rate.
    - a) Sick Leave shall be accrued at a rate of 2.46 hours per pay period.
    - b) Sick leave may be used in one-forth (1/4) hour increments.
    - c) The use of sick leave is provided to cover paid time away from work in the event that an employee is unable to work.
    - d) It is understood that employees may use sick time as personal time if their vacation credit is below (8) eight hours, not to exceed 24 hours.
    - e) Employees may carry over a maximum of 170 hours of sick leave each year.
  - 11.4 Advance notice of known sick or personal leave will be given to the employees' Supervisor.
- 11.5 Employees (other than CCMS and Surveillance Operators) who are unable to report for work because of illness or injury must notify their immediate supervisor at least thirty (30) minutes prior to the scheduled start of the employee's shift. CCMS and Surveillance Operators who are unable to report for work because of illness or injury must notify their immediate supervisor at least four (4) hours prior to the scheduled start of the employee's shift.
- 11.6 When an employee terminates or leaves the employment of the Company, accrued Sick Leave will not be paid.

## ARTICLE 12 JURY PAY

12.1 Employees summoned to serve on jury duty in State or Federal courts will be granted time off (up to fifteen (15) days) upon presentation of an order requiring such duty to the Project Manager. The Company agrees to pay the employee the difference, if any, between the amounts received from the court for jury duty and the amount he would have received had he been at work. Notice of jury duty must be given to the Company upon receipt of a jury summons, and proof of such service must be submitted to the satisfaction of the Company before this Article shall apply.

### ARTICLE 13 <u>SAFETY AND HEALTH</u>

13.1 <u>Health and Safety</u>. The company will make reasonable provisions for the safety and health of employees. The Union shall have the right to confer with the company on matters pertaining to safety of the employees. A safety committee composed of up to two (2) employees, appointed by the Union and up to a like number appointed by the company will be formed to consider matters relative to these issues. The safety committee shall meet regularly, as agreed to by the parties, to conduct investigations and advise management.

The duties of the joint safety committee will be to advise on matters pertaining to company compliance with applicable laws and regulations, and make appropriate recommendations for the maintenance of proper standards. The principal duty of the joint safety committee will be to assure uniform application of such regulations and standards.

- 13.2 <u>Personal Protective Equipment (PPE)</u>. Safety devices and all Personal Protective Equipment shall be furnished at no cost to the employee if required by the Company or law. The Company will annually reimburse, with a receipt, each employee for the cost of safety shoes/boots not to exceed \$95.00 annually except in the case of Grounds Maintenance personnel the maximum annual amount will be \$174.00.
- 13.3 The Company agrees to provide foul weather gear at no cost (coveralls, rain suits, gloves, hats, boots and coats) for employees that routinely work outside in inclement weather. The Company will provide two (2) duty sets of rain gear for use by the Surveillance Operators.
- 13.4 The Company will reimburse \$120.00 of the cost for prescription safety glasses (lenses and frames), not to exceed one pair per year, to those employees that have been prescribed corrective lenses, which meets the ANSI standard.
- 13.5 <u>Hearing.</u> Hearing tests will be conducted annually. A copy of all hearing tests will be kept in the employees' Safety Office file and will be available upon request by the employee. The Company will post notices at least two weeks prior to the hearing tests being conducted to make all employees aware of the hearing test.

## ARTICLE 14 WAIVERS

14.1 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

#### ARTICLE 15 BULLETIN BOARDS

15.1 The Company will provide one (1) bulletin board for the exclusive use of the Union for the purpose of job postings and notices to the Employees. All notices will be posted by the Union Steward at the facility location and the Union Steward shall notify the officers of Local Lodge 850 of the active postings for vacancies or new positions for recruitment purposes. The Company's Project Manager and the Union Steward will mutually agree on the location of the one (1) bulletin board.

#### ARTICLE 16 HEALTH & WELFARE BENEFITS

16.1 All employees shall participate in the Southwest Facility Support, LLC., Healthcare and Benefit Plans Single Health Care Coverage (Medical, Long Term Disability, Accidental Death and Dismemberment and Life). Optional HealthCare Coverage (Dental, Vision, Short Term Disability and Supplemental Insurance) will be made available for the employees and their dependents, when applicable. Effective the first pay period after January 1, 2009, the Company will provide each covered full-time employee with the amount of the Health and Welfare Benefit Credits specified below. Employees may use their Health and Welfare Benefit credits toward payment of chosen plan coverage for themselves and eligible dependents. Any coverage costs in excess of the Company provided credits will be paid by the Employees via pre-tax payroll deductions, when applicable. Any excess credits will be paid into each Employee's individual retirement and savings plan administered by an approved plan administrator appointed by the Company.

January 1, 2010	<u>January 1, 2011</u>	<u>January 1, 2012</u>
\$4.80	\$4.90	\$5.00

<u>Member, Spouse and Children</u> – (Eligibility for full family coverage benefits requires the enrollment of Employee, Spouse and Children)

\$5.25

\$5.35

The Company agrees that the Health and Welfare benefits will be paid to all employees for all hours in pay status to include vacation, holiday and sick hours

16.2 An employee on an authorized leave of absence may continue health and welfare benefits for themselves and their dependents for up to (18) eighteen months, provided they pay the amount in effect at the time directly to Southwest Facility Support, LLC. The employee will be billed for their share of the cost.

An employee on a COBRA qualifying event, to include layoff may continue health and welfare benefits for themselves and their dependents for up to (18) eighteen months, provided they pay the amount in effect under the COBRA provisions to the COBRA carrier.

16.3 The elected Business Representative of the Local Union, if an active Company employee at the time of election, may keep the insurance in force for a period equal to their tenure of employment with the Union by paying 100% of the full monthly premiums, if accepted by the Insurance carrier. In the

event that Southwest Facility Support, LLC., is no longer the employer of record, our obligation under this provision would end.

### ARTICLE 17 GENERAL

- 17.1 Supervisory employees in job classifications not covered by this Agreement shall not routinely perform work normally performed by employees in the bargaining unit, except in cases of emergency, research work, audit, experimental, or work of a special mechanical nature, or to instruct employees properly. The term "Emergency" is defined to mean an unforeseen combination of circumstances, which call for immediate action.
- 17.2 The Company will make a copy of this agreement, available within sixty (60) days after execution of signatures, and a copy of the Benefit Summary, which will be provided in writing or electronically within one hundred-twenty (120) days, to all employees, including new hires, after the agreement is signed.
- 17.3 An employee injured on the job, who is taken off the job for treatment will receive pay for the remainder of his/her scheduled work day. Emergency transportation will be provided in the event the nature of the injury warrants.
- 17.4 Employees shall dress, and maintain a personal appearance and hygiene consistent with their position and job description. The Company will provide eleven (11) sets of uniforms to all employees in the industrial work areas, and provide free laundering service. A Union Insignia (Patch) furnished by the Union may be worn and attached on the Right sleeve of the Company Uniform.
- 17.5 Report in Pay. Unless previously notified not to report to work, an employee who reports for work at the regular starting time shall be guaranteed four (4) hours work or four (4) hours pay at his regular rate. An employee who is called out to work shall be guaranteed four (4) hours of work or four (4) hours of pay at the appropriate rate of pay. Time starts when the employee clocks-in/logs-in.
- 17.6 <u>Tool Allowance</u>. To offset the cost of employees purchasing their own tools to perform work at the MMAC, the Company agrees to a tool allowance to the designated classification. Employees will receive the tool allowance effective 2 November, 2010 and annually thereafter, based on a tool list as follows:

Classification	Tool Allowance
Carpenter Construction	\$165.00
Carpenter Locksmith	\$165.00
CCMS Lead	\$30.00
CCMS Operator	\$0.00
Electric Vehicle/Equipment Mechanic/LSF/VM	\$100.00
Electronics Technician II/Fire Alarm	\$175.00
Elevator Mechanic	\$200.00
Elevator Mechanic Helper	\$125.00
Gardener	\$0.00
General Maintenance Worker	\$150.00
Grounds Maintenance, Lead	\$0.00

	1
Grounds Support Equipment Mechanic	\$100.00
Grounds Support Equipment Mechanic, Lead	\$100.00
Inventory Clerk	\$0.00
Maintenance Mechanic, Grounds	\$0.00
Maintenance Sheet Metal Worker	\$150.00
Painter	\$0.00
Pest Control/Fire Extinguisher Technician	\$0.00
Planner/Estimator	\$0.00
Service Order Dispatch	\$0.00
Supply Technician	\$0.00
Surveillance Operator	\$30.00
Water Treatment Operator	\$30.00
Water Treatment Specialists I	\$30.00
Water Treatment Specialists II	\$30.00

## ARTICLE 18 UNION REPRESENTATION

- 18.1 The Company agrees to four (4) Shop Stewards. Compensation will be paid for reasonable time spent discussing or investigating grievances during normal work schedules.
- 18.2 Within fifteen (15) days after the effective date of this agreement the Union shall furnish to the Project Manager a written list containing the names of the Union's Secretary Treasurer and Shop Stewards. Thereafter, the Union shall notify the Project Manager or his/her designee promptly in writing of any changes. The Company shall not be obligated to recognize or deal with any person acting as Secretary Treasurer or Shop Steward until the Company receives written notification from the Union. All such notifications shall be on the official stationery of the Union. After notification is given as herein provided, the Company shall give immediate recognition.

ARTICLE 19

<u>WAGES</u>

19.1 The following wage rates will apply during the term of this agreement.

Classification	Current Rate	1 January, 2011	1 January, 2012
Carpenter Construction	\$20.57	\$ 20.86	\$ 21.28
Carpenter Locksmith	\$21.89	\$ 22.20	\$ 22.64
CCMS Lead	\$29.80	\$ 30.22	\$ 30.82
CCMS Operator	\$26.53	\$ 26.90	\$ 27.44
Electric Vehicle/Equipment Mechanic LSF/VM	\$21.18	\$ 21.48	\$ 21.91
Electronics Technician II/Fire Alarm	\$29.46	\$ 29.87	\$ 30.47
Elevator Mechanic	\$40.22	\$ 40.78	\$ 41.60
Elevator Mechanic Helper	\$31.22	\$ 31.66	\$ 32.29
Gardener	\$13.82	\$ 14.01	\$ 14.29

General Maintenance Worker	\$17.63	\$ 17.88	\$ 18.24
Grounds Maintenance, Foreman	\$21.46	\$ 21.76	\$ 22.20
Grounds Maintenance, Lead	\$16.62	\$ 17.36	\$ 17.71
Grounds Support Equipment Mechanic	\$22.86	\$ 23.18	\$ 23.64
Grounds Support Equipment Mechanic, Lead	\$23.86	\$ 25.21	\$ 25.71
Inventory Clerk	\$17.39	\$ 17.63	\$ 17.98
Maintenance Mechanic, Grounds	\$18.88	\$ 19.14	\$ 19.52
Maintenance Sheet Metal Worker	\$32.00	\$ 32.45	\$ 33.10
Painter	\$21.77	\$ 22.07	\$ 22.51
Pest Control/Fire Extinguisher Technician	\$23.52	\$ 23.85	\$ 24.33
Planner/Estimator	\$34.36	\$ 34.84	\$ 35.54
Service Order Dispatch	\$16.89	\$ 17.13	\$ 17.47
Supply Technician	\$25.16	\$ 25.51	\$ 26.02
Surveillance Operator	\$26.53	\$ 26.90	\$ 27.44
Water Treatment Plant Operator	\$21.56	\$ 21.86	\$ 22.30
Water Treatment Specialists I	\$19.25	\$ 19.52	\$ 19.91
Water Treatment Specialists II	\$21.56	\$ 21.86	\$ 22.30

- 19.2 Temporary transfers to a lower classification may be made without change in job classification or base rate of pay and for a maximum of ten (10) consecutive work days unless extended by mutual agreement of the Company and the Union.
- 19.3 When the employee is assigned to a higher classification for two (2) hours or more, he/she shall receive the higher rate of pay, when authorized, and the employee has submitted the required paperwork with their current time sheet.
- 19.4 The Company will pay for all required licenses renewals and certifications renewals and mandatory continuing education. Reimbursement will be paid upon delivery of receipts to the Company.

## ARTICLE 20 PENSION PLAN & SAVINGS AND INVESTMENT PLAN

20.1 The Company shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof to a maximum of 40 hours per work week and to a maximum of 2080 hours per calendar year for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$ 1.20	per	hour	effective	January 1, 2010 ·
\$ 1.30	per	hour	effective	January 1, 2011
\$ 1.40	per	hour	effective	January 1, 2012

- 20.2 The Company shall continue contributions based on a forty (40) hour work week while an employee is off work in pay status due to paid vacations, paid holidays, paid sick leave, paid personal leave and/or other paid time off covered by this Agreement.
- 20.3 Contributions for a new part-time and/or new full-time employee shall be payable from the first day following the completion of the probationary period.
- 20.4 The Union and Company will adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- 20.5 The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- 20.6 This Article contains the entire Agreement between the parties regarding pension and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the Pension Fund.
- 20.7 <u>401K.</u> Bargaining unit employees may participate in the Company's 401K Savings Plan as described in the Plan Documents and Rules, on a voluntary basis. There will be no Company discretionary or matching contributions to this Plan in behalf of employees covered by this Agreement.

## ARTICLE 21 DURATION

21.1 This agreement shall be effective from **November 2, 2010** and shall automatically renew itself from year to year thereafter unless written notice of desire to terminate is given by either party to the other at least 60 days prior to **December 8, 2012** or at least 60 days prior to any annual expiration date thereafter, in which event it shall terminate at midnight on **December 8, 2012** or on midnight of such annual expiration date.

For the Union

jerry L(McCune

District Lodge 171

IAM&AW

Tony L. Bennett

District Lodge 171

**IAM&AW** 

Ben Moody

Committeeman

Bill Balding

Committeeman

For the Company

Dennis Holland

Labor Relations, Director

Southwest Facility Support, LLC

Marquetta R. Fritsch

Manager

Southwest Facility Support, LLC

Mark & Davis

**Project Manager** 

Southwest Facility Support, LLC